

2009

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
AND LOCAL 1036  
AND  
THE TOWNSHIP OF DELANCO  
FOR  
THE PUBLIC WORKS UNIT  
JANUARY 1, 2009 THROUGH DECEMBER 31, 2009

## INDEX

CONTRACT ARTICLE	PAGE
ARTICLE I RECOGNITION	3
ARTICLE II MANAGEMENT RIGHTS	4
ARTICLE III HOURS OF WORK	5
ARTICLE IV BREAKS	6
ARTICLE V OVERTIME & EMERGENCY CALLS	7
ARTICLE VI HOLIDAYS	9
ARTICLE VII PERSONAL DAYS	10
ARTICLE VIII VACATION LEAVE	11
ARTICLE IX SICK LEAVE, SEPARATION, MEDICAL TRIPS DEATH BENEFITS, SELL BACK AND BONUS	13
ARTICLE X WORKER'S COMPENSATION	16
ARTICLE XI BEREAVEMENT LEAVE	17
ARTICLE XII LEAVE OF ABSENCE/FAMILY LEAVE	18
ARTICLE XIII JURY DUTY	19
ARTICLE XIV MEDICAL INSURANCE, LIFE INSURANCE AND HEPATITIS B INOCULATIONS	20
ARTICLE XV HEALTH INSURANCE - RETIRED EMPLOYEE	22
ARTICLE XVI RETIREMENT BENEFITS	23
ARTICLE XVII PENSION	24
ARTICLE XVIII SALARIES, WAGES AND CDL RATES AND OUT OF TITLE PAY	25
ARTICLE XIX LONGEVITY	27
ARTICLE XX SAFETY COMMITTEE	28
ARTICLE XXI UNIFORMS	29
ARTICLE XXII SENIORITY	30
ARTICLE XXIII LAYOFF AND RECALLS	31
ARTICLE XXIV RIGHTS AND PRIVILEGES	32
ARTICLE XXV GRIEVANCE PROCEDURE	34
ARTICLE XXVI PERSONNEL FILE	37
ARTICLE XXVII UNION DUES DEDUCTIONS, TRANSMITTAL AND AGENCY FEE CLAUSE	38
ARTICLE XXVIII NO CONFLICTING PROVISIONS	40
ARTICLE XXIX NO VERBAL STATEMENT	41
ARTICLE XXX FULLY BARGAINED FOR PROVISIONS	42
ARTICLE XXXI DURATION OF CONTRACT	43
ARTICLE XXXII SIGNATURE SHEET	44
SCHEDULE I	45

## ARTICLE I - RECOGNITION

Section 1. The Township hereby recognizes the Communications Workers Of America, AFL-CIO as the sole and exclusive representatives of the employees of the Delanco Public Works Department. The bargaining unit shall consist of the laborers, truck drivers, equipment operators and mechanics employed by the Public Works Department of the Township of Delanco.

## ARTICLE II - MANAGEMENT RIGHTS

Section 1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

A. To the executive management and administration control of the Township government and its properties and facilities, and the activities of its employees;

B. To hire all employees, and subject to the provision of law, to determine their qualifications and conditions for continued employment, and to promote and transfer employees;

C. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

D. During the term of this contract, CETA employees or Manpower employees may be hired by the Township to supplement the workforce of the Township; CETA employees or Manpower employees shall not be utilized in substitution of the existing workforce where they are available to perform the work involved.

E. The Township shall use Community Service Personnel as it deems appropriate. However, as in "D" above, they shall not be utilized in substituting of the existing work force.

Section 2. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties, or other responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion of the Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States, including applicable Rules and Regulations of the Department of Personnel.

### ARTICLE III - HOURS OF WORK

Section 1. The normal work day for employees shall consist of eight (8) hours. The normal work week for employees shall consist of forty (40) hours, Monday to Friday. Daily hours shall begin at seven o'clock (7:00) A.M. and end at three-thirty (3:30) P.M. The work week for payroll purpose shall begin at 12:01 A.M. on Monday and end at Midnight the following Sunday.

Section 2. Overtime will be paid for hours worked over the normal eight (8) hour day and the normal forty (40) hour work week.

Section 3. An employee shall be considered full time when his average work week exceeds thirty (30) hours over a ninety (90) day period.

## ARTICLE IV - BREAKS

### Section 1. Lunch and Breaks:

Employees shall be given two paid fifteen (15) minute break periods, one during the first half of their shift and one during the second half of their shift. If an employee works more than twelve (12) hours he/she shall be given a one-half (1/2) hour paid break period in addition to the above. Employees shall be given a paid thirty (30) minute lunch break between 12:00 P.M. and 12:30 P.M.

Section 2. Breaks during Overtime. Except where the provisions of Section 1 above control, employees shall be given a paid fifteen (15) minute break period every four (4) hours on an overtime basis.

## ARTICLE V - OVERTIME AND EMERGENCY CALLS

Section 1. Any employee who within a work week works more than eight (8) hours any day, except for a paid holiday, shall be paid one and a half (1-1/2) times his rate of pay for the overtime hours worked.

Section 2. Any employee who works the following paid holidays shall be paid two (2) times his/her rate in addition to his regular eight (8) hours holiday pay:

- |   |   |
|---|---|
| 1. New Year's Day January 1 <sup>st</sup> | 7. Labor Day                                  |
| 2. Martin Luther King Day                 | 8. Columbus Day                               |
| 3. President's Day                        | 9. Veterans Day - November 11th               |
| 4. Good Friday                            | 10. Thanksgiving Day                          |
| 5. Memorial Day                           | 11. Day After Thanksgiving                    |
| 6. Fourth of July - July 4 <sup>th</sup>  | 12. Christmas Day - December 25 <sup>th</sup> |

Section 3. The following schedule will be followed for overtime:

- A. 0 - 30 minutes - 1/2 hour of pay
- B. 31- 60 minutes - 1 hour of pay

Section 4. Any call to work excluding Sunday shall be considered an emergency. For emergency calls to work before 11 PM a minimum of three (3) hours of overtime will be paid. For emergency calls to work after 11 PM a minimum of four (4) hours of overtime will be paid. Emergency calls to work on Sunday shall be paid at two (2) times his/her regular rate of pay.

Section 5. Qualified employees shall be scheduled to fill overtime needs based on seniority and by job classification. A rotating seniority list will be posted in a conspicuous place.

Section 6. When the Township decides to assign an employee to work on an overtime basis on a holiday, or Saturday or Sunday, the Township will, by posted notice, give the employee reasonable advance notice of such an assignment.

Section 7. Any employee who refuses overtime, after reasonable notice, will be charged with eight (8) hours of overtime. The reasonableness of notice shall depend on the nature of each circumstance and the knowledge of the Township of its need for the services required.

Section 8. Breaks during Overtime: Except where the provisions of Article IV Breaks, Section 1, control, employees shall be given a paid fifteen (15) minute break period every four (4) hours on an overtime basis.

Section 9. Special Rate - When the Sweeper is used on the Sunday associated with Memorial Day Parade or rain date, the employee or operator will receive double time for all hours worked.

If the rain date is on a Saturday the employee shall be paid at time and one half.



## ARTICLE VI - HOLIDAYS

Section 1. The following days shall be celebrated as paid holidays by all employees:

- |                           |                            |
|---------------------------|----------------------------|
| 1. New Year's Day         | 8. Columbus Day            |
| 2. Martin Luther King Day | 9. Veterans Day            |
| 3. President's Day        | 10. Thanksgiving Day       |
| 4. Good Friday            | 11. Day After Thanksgiving |
| 5. Memorial Day           | 12. Christmas Day          |
| 6. Fourth Of July         | 13. Employee Birthday      |
| 7. Labor Day              |                            |

Christmas Eve and New Years Eve shall be considered holidays for ½ (one half day) with pay. Work hours for these two holidays shall be 7:00 a.m to 11:00 a.m. when the holiday falls on a normal work day.

Employees will be given one (1) hour on Election Day to go to the polls to vote. The hour can be scheduled during the work day or at the end of the work day and will be at the discretion of the Supervisor.

Section 2. If any paid holiday falls on a Saturday, the preceding Friday shall be celebrated. If the holiday falls on a Sunday, the following Monday shall be celebrated. If a holiday occurs while an employee is on vacation leave, the employee will not be charged for a vacation day and will receive holiday pay.

Section 3. Any employee who does not work on any holiday listed in Article VI, Section 1, shall be paid for eight (8) hours at his regular rate of pay for the holiday.

Section 4. All new employees hired after January 1, 2001 shall work the scheduled day before and the scheduled day after the holiday in order to be paid for the holiday except in the case of approved vacation leave.

Section 5. Special Rate - When the Sweeper is used on the Sunday associated with Memorial Day Parade or rain date, the employee or operator will receive double time for all hours worked.

If the rain date is on a Saturday the employee shall be paid at time and one half.

## ARTICLE VII - PERSONAL DAYS

Section 1. Personal Days: Each employee shall receive three (3) paid personal days to be used by an employee for his/her own business.

Section 2. Such days shall be taken only upon twenty-four (24) hour prior approval by the supervisor or if in an emergency, within two hours of the start of the shift in order to maintain work force requirements. Where more than one employee seeks the same day off, days shall be granted on a first request in time basis; requests made on the same day shall be granted based on seniority, and/or emergency needs.

## ARTICLE VIII - VACATION LEAVE

Section 1. Eligibility - To be entitled to the full amount of Vacation Leave, an employee must be a full-time employee. Each employee of the Public Works Department shall be entitled to leave in proportion to his or her years of service.

Section 2. Scheduling of Vacation Leave - It is agreed that, insofar as practicable, employees with greater continuous service shall be given full consideration as to preferred vacation leave time during the year. At no time shall more than 20% (twenty) of the work force be off at one time for scheduled vacation.

Section 3. Amount of Vacation Leave - Employees hired prior January 1, 2001:

From date of hire to 1 Year of Service - 1 Day Per Month In accordance with NJAC 4A:6-1.2 (b)

From 1 to 5 years of service - 12 days or 96 hrs

From 5 to 10 years of service - 15 days or 120 hrs

From 10 to 20 years of service - 22 days or 176 hrs

From 20 years and over - 28 days or 224 hrs

### NEW EMPLOYEES:

Full time employees hired after January 1, 2001, shall be entitled to vacation leave as is stipulated in the New Jersey Administrative Code for employees in Local Service. New full-time employees shall only receive one working day for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month.

After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service. Thereafter, employee shall receive paid vacation as follows:

1. From the beginning of the first full calendar year of employment and up to ten (10) years of continuous service - 12 (twelve) working days.

2. After 10 (ten) years of service, and up to 20 (twenty) years of continuous service, 15 (fifteen) working days; and

3. After 20 (twenty) years of continuous service 21 (twenty-one) working days.

Section 4. Vacation Leave Pay - For each day of vacation leave to which an employee is entitled, he/she shall receive eight (8) hours of his/her base hourly rate of pay.

Section 5. Notification - Each employee shall be notified in writing on or before February 1<sup>st</sup> of each year of the amount of vacation leave to which he/she is entitled.

Section 6. Unused Vacation Leave -Any employee who is laid off, retired, or separated from the service of the Township prior to taking his/her vacation leave shall be compensated in cash at their regular hourly rate of pay for all unused vacation leave time that he/she has accumulated at the time of separation.

Section 7. Any employee who has not used his/her vacation leave in the calendar year that it is earned may save and use the vacation leave the following year. New employees, hired after January 1, 2001 may only carry over a maximum of one (1) week vacation leave. Vacation leave not used in the year it is earned must be used by December 31<sup>st</sup> of the following year in order to avoid the loss of the vacation leave.

Section 8. Any employee who has met the above qualifications under Article VIII may sell back a maximum of ten (10) days of unused but earned vacation leave in cash on, but no later than 11:59 P.M. December 1<sup>st</sup> of each given year of the contract. Sell back as stated above shall be given notice no later than September 1 of that given year.

ARTICLE IX - SICK LEAVE, SEPARATION, MEDICAL TRIPS,  
DEATH BENEFITS, SELL BACK AND BONUS

Section 1. All full time employees of the Public Works Department will be granted sick leave as is stipulated in the New Jersey Administrative Code for employees in Local Service, which is defined as (15) paid sick days per calendar year which shall accumulate from year to year and a proportionate number of days earned when newly hired to the end of the first calendar year.

Section 2. Separation upon Retirement - cash settlement upon retirement of accumulated sick days shall be equal to 50%, one half (1/2) of the number of sick days accumulated, not to exceed \$15,000.00 (fifteen thousand dollars), payable in equal installments annually up to \$5,000 (five thousand dollars) per year, commencing with the approval of the Municipal Budget following the effective separation or retirement date. Cash settlements on all other forms of separations other than retirement shall be the same as above for all employees.

Section 3. Sick leave will be paid only when an employee, or a member of his/her immediate family, notifies his/her supervisor of his/her absence prior to his/her starting time.

Section 5. Employees may use sick leave for absence due to illness, injury or exposure to contagious disease which could be communicated to other employees. Employees must notify the Supervisor prior to the beginning of his/her shift in order to maintain work force requirements. If the Supervisor has reason to believe that an employee is abusing the sick leave provision, he may place the employee on notice that the employee shall be required to supply a medical doctor's certificate of cause for any future claimed sick leave. The Township shall establish an annual physical program to be paid by the Township which shall require that each employee take and pass a physical examination to determine that they are physically fit to perform the duties to which they are assigned.

Section 6. Medical Trips - Where an employee is required to leave work for medical treatment due to a job related injury or illness, the Township shall reimburse the employee at the IRS rate per mile. The Supervisor shall certify that said trips are of recurring nature and cannot be scheduled at any other time except during work and a Township vehicle is not available for the employees use.

Section 7. Notification - Each employee shall be notified in writing on or before February 1<sup>st</sup> of each year of the amount of sick leave to which he is entitled.

Section 8 Death Benefits - When death occurs to an employee all settlements will be presented to his personal representative and shall involve the following:

- A. All earned but not paid holidays specified in this agreement.
- B. All earned but not paid vacation days
- C. Life Insurance proceeds
- D. Accumulated sick leave as specified under Section 3 above.

Section 9 - Sick Time Sell Back - All full time employees shall be eligible to sell back one time (1) per year, any amount, up to \$15,000.00 (fifteen thousand dollars) of sick time in each year of the agreement. The calculation rate would be at 50% (fifty percent) of the number of accumulated sick days as outlined in Section 2 of Article IX.

(An example: employee chooses to sell back 200 days, he receives 100 paid days at his current daily rate of pay as long as the total amount is not over \$15,000.00). If an employee elects to receive the sell back of sick time he/she must notify the employer on November 30<sup>th</sup> of each year.

Section 10 - Yearly Incentive - Any full time employee, employed as of February 1, of any year of the contract, who does not use any portion of his sick leave during the calendar year shall be entitled to a "Sick Leave Bonus" of \$300.00 (three hundred dollars) to be paid on December 31<sup>st</sup>, of the year of entitlement in each year of the agreement.

## ARTICLE X - WORKER'S COMPENSATION

Section 1. Worker's Compensation - Any employee covered by the provisions of this contract who becomes sick or injured in the line of duty shall be granted three-quarters (3/4) pay until the beginning of Workers' Compensation benefits. Such time shall not be credited against his sick leave account. Any monies received under Workers' Compensation, excluding claim settlements, shall be reimbursed to the Township to the extent that they represent funds paid by Workers' Compensation for a period of time as set forth above. Upon commencement of Workers' Compensation benefits, the Township agrees to pay the employees covered by this contract the difference between Workers' Compensation benefits and three-quarters (3/4) of their base pay for a period of time not to exceed one year from the date on which the employee becomes sick or injured in the line of duty. In the event that an employee shall receive compensation from the Township as set forth within this paragraph and should subsequent thereto be determined not to be eligible for Workers' Compensation benefits, the funds paid by the Township shall be deducted from funds due to the employee from the Township.



## ARTICLE XI - BEREAVEMENT LEAVE

Section 1. Funeral Allowance - When death occurs to any employee's spouse, mother, father (including step parents), son, daughter, brother, sister, grandparents, or grandchildren an employee shall be excused and paid for up to a maximum of three (3) workdays; when death occurs to an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, an employee will be excused and paid for up to a maximum of one (1) workday; which falls within the period beginning with the date of the death and ending with the day following the funeral.

Section 2. A Special request by an Employee must be submitted to the Supervisor for bereavement leave other than that described in Section One of Article XI. It will be handled on a case by case basis by the Supervisor and the decision cannot be grieved.

## ARTICLE XII - LEAVE OF ABSENCE/FAMILY LEAVE

Section 1. Leave of Absence/Family leave - all leave of absence applications and approvals shall be administered in a manner which is consistent with the New Jersey Family Leave Act and this agreement. The Township of Delanco agrees to comply with all Federal and State Laws regarding Family Leave. Any new changes in Family Leave shall be implemented at the time the new change became effective under the law. Employees may use paid or unpaid leave when applying for Family leave. The leave year for FMLA purposes shall be the calendar year beginning January 1 and ending December 31. Employees shall not lose seniority during a FMLA leave nor shall any employee be denied accrual of vacation, sick and personal time while of FMLA leave.

Section 2. Other Leaves of Absence Requests - Leave of absence requests for reasons other than those defined under the Family Leave Act may also be submitted and are subject to approval by the Township Committee.

### ARTICLE XIII - JURY DUTY

Section 1 - The Township of Delanco shall pay employees scheduled for jury duty their wages provided that they follow this procedure:

A. Employees who are called for Jury Duty shall inform their Supervisor and the Township Administrator of their schedule for Jury Duty and present whatever documentation may be required.

B. Employees will turn in all compensation received from Jury Duty in return for payment of their regular wages.

ARTICLE XIV - MEDICAL INSURANCE, LIFE INSURANCE AND  
HEPATITIS B INOCULATIONS

Section 1. The benefits provided under this Article begin after the sixty (60) day probation period is completed by a newly hired full-time employee.

Section 2. Medical and Life Insurance is provided as enumerated below:

A. The Township shall provide health insurance coverage and a prescription plan. The cost of the health insurance coverage and prescription plan shall be paid in full by the Township. Employees will not be required to pay for any increase in premium rates.

B. The New Jersey State Health Benefit Plan and Prescription Plan are the health insurance plans that are currently in effect. Specific insurance plans referenced within this contract indicate the level of insurance provided at the time of the signing of this contract. The Township shall, provide the union with a 30 day notification if it intends to modify or change health plans or carriers, as well as provide meetings with management, the membership, union representative and insurance representative that will be providing the change, however no new plan shall be implemented unless the new benefits that are being provided are equal to or better than the current plan and not less than what is currently provided by the insurance plans referred to in this contract.

C. Employees of the public works department and their eligible dependents shall be provided with the NJ Health Benefit Plan to cover medical benefits. Employees of the public works department shall be responsible for any and all increased co-payments mandated by the NJ Health, Prescription, and Dental Benefit Plans on individual employees. This does not include the annual increases or decreases in the premiums for the plans paid by the Township.

D. A Life Insurance policy with a \$5,000.00 (five thousand dollar) base amount with double indemnity for accidental death shall be provided to all full-time employees providing it can be obtained at regular rates (employer to define “regular rates”) to cover employees twenty-four (24) hours per day. It is understood that this is the Life Insurance coverage that has been provided in prior contracts and is not a change (addition or reduction) in coverage or terms.

E. State Life Insurance as provided under PERS (Public Employees Retirement System)

F. A Prescription Plan which became effective January 1, 1990.

G. The Township agrees to reimburse an employee for the cost of an eye examination to a total of \$250.00 (Two hundred and fifty dollars). If the examination costs less than \$250.00 (two hundred and fifty dollars), the remainder shall be used to reimburse the employee, upon receipt of the eye examination and receipt for the cost of corrective eyeglasses or contact lenses, if so prescribed during the examination. The maximum reimbursement to an employee will not exceed \$250.00 (two hundred and fifty dollars) every year. If the employee is entitled to reimbursement from the employee’s Medical Insurance the amount of that reimbursement will be deducted from the \$250.00 (two hundred and fifty dollars) reimbursement.

H. The Township shall provide the New Jersey State Health Benefit Dental Plan for all full time employees; the cost shall be as follows:

Employees and Township shall pay 50% each of the dental costs in the year 2005  
Employees shall pay 25% and the Township 75% of the dental costs in the year 2006  
Township shall pay 100% of the dental costs and the employees “0” in the year 2007 and thereafter.

Section 3 -Hepatitis B vaccine inoculations shall be made available to all employees upon their request and paid for by the Township. Inoculations shall be administered by a provider designated by the Township.

## ARTICLE XV - HEALTH INSURANCE- RETIRED EMPLOYEE

The Township shall provide a cash payment reimbursement to any full time employee as outlined below, who retires after twenty-five (25) years of continuous service with the Township.

Section 1. The Township shall provide 100% payment of the monthly premium for his present coverage type as provided by the New Jersey Health Plan for retirees and their dependents for five years or until Medicare eligibility is reached. Prescription coverage is also included in the 100% payment of the monthly premium as provided by the New Jersey State Health Benefit Plan.

The employee must provide a copy of payment for his health care to the Township to receive full reimbursement.

Section 2. The above benefit shall not apply if the retired employee involved obtains other covered employment. Any employee seeking the benefit shall annually provide the Township with a letter from each employer stating that this employee is or is not eligible for health benefits plan.

A copy of the health benefits plan shall be included with the letter from each employer that provides coverage.

## ARTICLE XVI - RETIREMENT BENEFITS

Section 1. The Township shall provide any employee who retires with the following paid benefits:

- A. Health Care as listed in Article XIV and Article XV
- B. All vacation (annual )leave accrued and unused at 100% (one hundred percent) of each day left at the employees current base pay
- C. All Sick Leave accrued and unused at 50% (fifty percent) of each day left at the employees current base pay for all employees. Paid out as per Article IX, Section 2.
- D. All Personal days accrued and unused at 100% (one hundred percent) of each day left at the employees current base pay.
- E. Longevity pay for the year in which the employee retires prorated to the time of retirement.
- F. 100% of all Overtime worked that was unpaid at the employees overtime rate
- G. 100% of the Eye Care Reimbursement for that year if not used prior to retirement

Section 2. The Township shall pay the above benefits in two installments over a period of one (1) year after the employees retirement date, except for letter “C” above, which shall be paid out as per Article IX, Section 2.

Section 3. The Employee who will be retiring shall within one (1) year prior to his/her retirement submit advance notification of his/her retirement to the Township Administrator. If less than one (1) year advance notice is given and that notice came after the Municipal Budget had been already approved then the installment payments listed in Section 2 shall begin only after the new Municipal Budget has been approved for the coming year.

## ARTICLE XVII - PENSION

The Pension Plan now in effect shall remain in effect. All Employees are enrolled in the Public Employee's Retirement System (P.E.R.S.)



ARTICLE XVIII - SALARIES, WAGES AND CDL RATES  
AND OUT-OF-TITLE PAY

Section 1. Scope - The Township agrees to pay the employees listed on schedule I attached at the rate of pay specified in Schedule I. The percentage increases for the term of the contract are listed below. All raises are retroactive to January 1 of each contract year.

2009 2%

Section 2. Holding a Commercial Driver's License (CDL) is a requirement for employment with the Township of Delanco, however, new personnel may be hired as Laborers without a CDL license with the requirement that they qualify for a CDL license within 6 months of hiring while they are a probationary employee. The Township will provide the vehicle and the opportunity for training and taking the CDL exam during this period. Failure of the employee to obtain the CDL will result in the employee's termination, or, at the Township's sole discretion, an extension of the probationary period may be granted for up to any additional 6 month period to permit the employee to qualify for the CDL if the failure to obtain the CDL was due to circumstances beyond the employee's control. Upon qualification for a CDL they will be promoted to and paid as a Driver. Existing personnel in that category will be paid as a Driver. Employees will be reimbursed for CDL License renewal. There is no CDL one-time pay increase of any kind.

Section 3. Classification - The range of pay for the positions covered under this agreement shall be listed in Schedule I

Section 4. Higher Rate - When an employee performs work in a higher classification than his own, he shall be paid the higher rate for all hours worked in the higher classification

Section 5. Special Rates - When an employee performs work using the Bucket vehicle he shall be paid an additional \$2.00 (two dollars) per hour for every hour worked in addition to his regular hourly rate, and/or his overtime rate. The employee must have approved training from the Supervisor or equivalent.

Section 6. Sweeper - the sweeper shall not be applicable for additional rate increase as the bucket vehicle.

Section 7 - In the event the Department of Personnel eliminates any job title which is currently in the bargaining unit and workers are placed into either an existing job title or a newly created job title, the employer agrees to negotiate over the wage rate of the job title(s) in which workers are placed if there is no wage rate to cover that particular title. Such negotiations will only be concerned with the wage rate for the newly created title and will have no effect on any existing rates in the salary scale. Additionally, in the event that two or more existing job titles which are currently paid at different rates are consolidated into one title, the pay rate of the highest rated job shall become the wage rate for the consolidated title.

## ARTICLE XIX - LONGEVITY

Section 1. Longevity - Longevity will be paid to the employees covered by this contract in accordance with this provision. Longevity shall be paid for each employee so entitled in two (2) installments, the first occurring on June 1<sup>st</sup>, the second occurring on December 31<sup>st</sup>. As an alternative an eligible employee may choose to have their longevity pay paid as part of their regular pay. An employee entitled to longevity shall have completed by January 1<sup>st</sup> of the year of incurment the necessary years of service or longevity stated as a percentage of his/her annual salary and shall be prorated to deduct those months during the year that the employee did not qualify for longevity.

(Examples: Employee has seven (7) years of service on March 31<sup>st</sup>. End of seven (7) years service equals three percent (3%) times three quarters equals longevity pay for the year of entitlement).

An employee at the end of the years service hereinafter stated shall be entitled to a payment equal to the percentage of his base pay as hereinafter provided:

### End Of Years Service

7 Years	3% of the employees base salary
12 Years	6% of the employees base salary
20 Years and Over	5% of the employees base salary plus an additional \$700.00

New employees hired after January 1, 2001 shall not receive any longevity payments.

## ARTICLE XXI - UNIFORMS

Section 1 - Employee uniforms - The Township will purchase employee's uniforms as needed and will provide for their cleaning. Included within the uniform shall be safety shoes and work gloves. The Township will assume 100% of the cost of safety shoes (not to exceed two (2) pairs of safety shoes) and work gloves (not to exceed two (2) pairs of heavy duty work gloves and one (1) pair of water resistant rubber gloves) per year, however, more than two pairs of shoes or gloves will be available in unlimited amounts as replacements if they are in need of being replaced due to wearing out.

Section 2 - The Township will include for each employee in a payroll check by June 1<sup>st</sup> of each year of the agreement an amount of \$400.00 (four hundred dollars) for the purpose of purchasing rain gear and rubber pullover boots (both in safety yellow or orange), a winter jacket or coat, winter shirts, thermal underwear and socks, as needed. Employees shall be responsible for ensuring they have the appropriate gear.

Section 3 - All the above items shall be considered the uniforms for the Public Works Department and shall be worn by the employees during work except that during the summer T-Shirts may be utilized in lieu of full uniforms.

## ARTICLE XXII - SENIORITY

Section 1 - Definition Of Seniority - For the purpose of this Article, the seniority of employees shall be their length of service in years, months and days since the date of hire.

## ARTICLE XXV - GRIEVANCE PROCEDURE

Section 1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to a problem which may arise affecting the terms and conditions of employment.

Section 2. Nothing herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the department.

Section 3. The term "Grievance" as used within this agreement is a complaint of an employee which involves a claimed breach, misinterpretation or improper application of the terms of this Agreement, or hand book policy.

Section 4. All actions filed under this procedure shall be brought within five (5) working days of the happening of the event or within five (5) working days when the grievant would have reasonably had knowledge of the violation.

### Section 5 - Grievance Procedure Steps -

Step 1 - Written: If no agreement can be reached orally within ten (10) working days of the initial discussion with his/her supervisor, the employee may present the grievance in writing within fifteen (15) working days to the Superintendent of Public Works.

The Written grievance at this step shall contain the nature of the grievance and a summary of the preceding oral discussion, the basis of his/her dissatisfaction with the determination and the remedy requested by the grievant. The Superintendent or his/her designated representative will answer the grievance in writing within fifteen (15) working days of receipt of the written grievance.

Failure of the Superintendent to answer shall automatically institute Step Two. The party filing the grievance shall forward the written grievance within fifteen (15) working days to the Township Administrator indicating that no response was received in the time frames from the Superintendent.

Step 2 - Township Administrator: If the grievance is not resolved in Step One (1) the grievance shall be appealed by the grievant or Union Representative to the Township Administrator within fifteen (15) working days from the receipt of the Step One (1) negative decision. The Township Administrator at this step shall arrange a meeting within 20 (twenty) working days to discuss the grievance. The Township Administrator shall notify the grievant, in writing, of its decision within ten (10) working days after the date of the meeting.

Step 3 - Arbitration: If the grievance is not settled through Step 1 or Step 2, the Union shall have the right to file for arbitration within 30 (thirty) working days from the Step Two (2) decision to request the appointment of an arbitrator pursuant to the rules and regulations established by the Public Employment Relations Commission under the provision of Chapter 303, Public Law 1975.

A. Costs for the services of the arbitrator shall be shared equally between the parties. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same, except for any employee that has been subpoenaed to testify. Said employee shall suffer no loss in pay for having being subpoenaed to testify.

B. The Arbitrator shall decide the issues involved in the grievance and his decision shall be final and binding on all parties.

C. The Union Representative shall be permitted to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without the loss of pay.

D. General:

1. For the purpose of this Article, a working day is defined as any day when work is performed excluding Saturdays, Sundays, and Holidays.

2. When considering disciplinary action the Employer can only review the employees records for the two (2) years prior to the offense. Discipline shall be for just cause and in accordance with the degree of the offense, progressive in nature and corrective in intent.

3. At each step of the grievance procedure, time limits shall be strictly enforced unless mutually agreed extensions have been agreed to.

4. If a grievance is not appealed by the Union from one step to the next step within the time limits specified for each step, or if no mutual agreement to wave time frames has been agreed to, the grievance shall be considered settled on the basis of the last decision of the Township and shall not be eligible for further appeal. If the grievance is not responded to by the Township or its designee at any step in the grievance procedure it shall be automatically moved to the next highest step and will be considered pending in that step until the time limits for the Township to respond have been exhausted, at which time the Union, having not received any decision from the Township or its designee shall move the grievance to Arbitration.

5. Grievances of minor disciplinary actions, 5 (five) day suspensions or less shall be processed through the grievance procedure. Major Disciplinary actions shall be filed with the Office of Administrative Law.

6. At all steps in the grievance procedure, the grievant shall have the right to be represented by the Union and only the Union.



## ARTICLE XXVI - PERSONNEL FILE

Section 1. All employees shall have the right to see all documents in their personnel file.

Section 2. An employee shall be permitted to have a copy of any documents in his/her personnel file without cost to the employee.

Section 3. The Union Representative shall have the right to review and obtain copies of the personnel files of bargaining unit employees in order to carry out its statutory duties as the exclusive bargaining representative.

The Union will provide reasonable notice to the Township and will obtain a written release from the affected employee(s).

If an employee refuses to sign a release, and the Township declines provide access to the Union, the Union preserves its right to resort to the Public Employment Relations Commission or any other State Agency or the Courts to compel access to the personnel file.

Section 4. Employees shall have the right to respond in writing to anything placed in their file.

Section 5. When considering disciplinary action the Employer can only review the employees records for the two (2) years prior to the offense.

Section 6. Employees shall have records of counseling sessions contained in any personnel file be removed after twelve (12) months provided there has been no recurrence of the same nature.

## ARTICLE XXVII - UNION DUES DEDUCTIONS

### TRANSMITTAL AND AGENCY FEE CLAUSE

Section 1. The Township agrees to deduct Union dues from the earnings of each employee Union Member when said employee has properly authorized such deduction by signing the dues authorization card.

Section 2. Upon receipt of a signed dues authorization deduction card, the Township shall deduct from an employees weekly base pay, one and one-hundred fifty-four percent (1.154%) for dues.

Section 3. The parties agree that for the term of this Agreement and in accordance with the New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this agreement and who is not a member of the union shall pay an agency shop fee equal to eighty-five percent (85%) of the union dues. Such fees shall be deducted from the employees salary and forwarded to the address below along with the union dues deduction for the union members.

Section 4. No deductions are to be made on overtime or bonus money. Dues are to be deducted from paid leave time, Holiday pay, Vacation Pay, Sick Pay, etc.

Section 5. The Township will forward all dues deduction monies (union dues and agency fee deductions) collected on a weekly basis, once a month, to the Treasurer of C.W.A. Local 1036 as listed below.

Communications Workers Of America AFL-CIO  
Local 1036  
1 Lower Ferry Road  
West Trenton, New Jersey 08628  
Attn: Treasurer

Section 6. Along with the dues check, a dues deduction report will be sent. It will include a listing of the employees by name, social security number, home address, weekly base pay, amount of deduction, and the period that the deduction covers. The dues report will indicate any changes in employees home address, dues deduction due, termination, worker's compensation, special leave without pay, suspension etc. The members paying full dues (1.154%) shall be listed separate from the non members (agency fee payers at 85%) on the dues report.

## ARTICLE XXVIII - NO CONFLICTING PROVISIONS

Section 1. In the event that any portion of the forgoing contract shall be held in violation of any Federal or State Regulation, or Department Of Personnel Rules and Regulations, those provisions shall be deleted from the contract and the balance of the contract shall remain in full force and effect as if said provision were not included within this contract, however, prior to any provision in this agreement being removed as stated above, the Union and the Township shall negotiate a new provision that will cover the Article that was found to be in violation of any Federal or State Regulation, or Department Of Personnel Rules and Regulations. Negotiations shall only cover the Article that was to be removed for the violation. Such negotiations shall be under the rules and regulations of the Public Employment Relations Commission (P.E.R.C.)

## ARTICLE XXIX - NO VERBAL STATEMENT

Section 1. This working policy agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

### ARTICLE XXX - FULLY BARGAINED FOR PROVISIONS

Section 1. This agreement represents the totality of the understanding and agreements reached between the parties and it is the intent of the parties that during the term of this agreement that the only portions that shall be the subject of renegotiations are those listed in the designated Articles that so state that they are to be renegotiated, or if the provisions of any Articles have changed due to Federal or State Law, or Department Of Personnel Rules and Regulations, or P.E.R.C. Rules and Regulations.

Section 2. Execution - This agreement shall be presented by the Union to its membership for approval by an affirmative vote of a majority of the membership and upon the majority of the membership voting affirmatively the Union shall execute this agreement with signatures of the Union President, International Representative, Staff Representative, and the Union Negotiation Committee. The Union shall notify the Employer of said ratification by its Membership. The Employer shall notify the Union of its ratification of this agreement and upon that ratification shall execute the agreement with the proper signatures for the Township of Delanco.

## ARTICLE XXXI - DURATION OF CONTRACT


Section 1. Scope - This agreement shall be effective as of January 1, 2009 and shall continue in full force and effect until December 31, 2009 when it shall automatically renew itself on January 1, 2010 and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least, six (6) months prior to the expiration of this agreement. In the event that such notification is given, negotiations for a new agreement shall begin not later than one hundred and twenty days (120) prior to the execution date of the agreement.

Section 2. Terms. After execution of this agreement the Township shall proceed to introduce and thereafter adopt as provided by law any ordinance which may be required to implement the terms of this agreement. All appropriate provisions of this agreement shall be retroactive as of January 1, 2009.

ARTICLE XXXII - SIGNATURE SHEET

IN WITNESS WHEREOF the Parties to this agreement hereto have set their  
hands this 8<sup>th</sup> day of March 2010.

TOWNSHIP OF DELANCO

  
\_\_\_\_\_  
KATE FITZPATRICK  
MAYOR

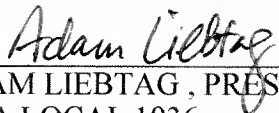
  
\_\_\_\_\_  
JOAN HINKLE  
DEPUTY MAYOR

  
\_\_\_\_\_  
RICHARD B. SCHWAB  
ACTING TOWNSHIP  
ADMINISTRATOR


ATTEST:

  
\_\_\_\_\_  
JANICE LOHR  
MUNICIPAL CLERK

COMMUNICATIONS WORKERS OF  
AMERICA AFL-CIO

  
\_\_\_\_\_  
ADAM LIEBTAG, PRESIDENT  
CWA LOCAL 1036

  
\_\_\_\_\_  
FLORENCE MCNAMARA  
STAFF REPRESENTATIVE

  
\_\_\_\_\_  
THOMAS VAN EMBURGH  
SHOP STEWARD/NEGOTIATOR

  
\_\_\_\_\_  
ROBERT CRABTREE  
SHOP STEWARD/NEGOTIATOR

  
\_\_\_\_\_  
DON RICE CWA NATIONAL  
REPRESENTATIVE



SCHEDULE I

HOURLY SALARIES

<u>TITLES</u>	<u>2009 RATE</u>
	2% Increase
LABORER I (STARTING EMPLOYEE RATE THROUGH 120 DAYS)	\$11.16
LABORER II (EMPLOYEE 120 DAYS THROUGH FIRST ANNIVERSARY)	\$12.43
SENIOR LABORER (EMPLOYEE AFTER ONE YEAR ANNIVERSARY DATE)	\$15.16
CDL HEAVY TRUCK DRIVE/HEAVY EQUIPMENT OPERATOR I (NEWLY APPOINTED TRUCK DRIVER THROUGH ONE YEAR OF SERVICE)	\$17.52
CDL HEAVY TRUCK DRIVER/HEAVY EQUIPMENT OPERATOR II (FROM FIRST ANNIVERSARY DATE TO YEAR TWO IN CLASSIFICATION)	\$19.91
CDL HEAVY TRUCK DRIVER/HEAVY EQUIPMENT OPERATOR III (AFTER TWO YEAR ANNIVERSARY)	\$23.07